

**Affiliation Agreement  
For  
Missouri Department of Health and Senior Services  
Program For Dietetic Intern(s)**

**1. BACKGROUND**

The Missouri Department of Health and Senior Services' (Department) Bureau of WIC and Nutrition Services (WICNS) operates a program that provides clinical learning experiences in the form of supervised practice for dietetic students by placing them in clinical settings such as hospitals, local public health agencies, and school food services. This program is called the Missouri Department of Health and Senior Services Program for Dietetic Interns and hereinafter shall be referred to as "PDI." Graduate(s) of an accredited or approved nutrition or dietetics course of study who are chosen to participate in the PDI are hereinafter referred to as "Intern(s)." The Department staff members who oversee the PDI are herein referred to as "Faculty." The clinical setting in which these Intern(s) are placed shall hereinafter be referred to as the "Affiliate." This agreement is to implement the placement of the Intern(s) in the Affiliate known as:

\_\_\_\_\_ (insert legal business name of the Affiliate) (Affiliate) \_\_\_\_\_

The responsibilities of the Department and the Affiliate to create a clinical, management or community learning experience for the Intern(s) are outlined herein.

**2. RESPONSIBILITIES OF THE DEPARTMENT**

The Department agrees to:

- a. Provide orientation of the Intern(s) to the clinical, management or community learning experience at the Affiliate;
- b. Provide classroom theory and practical instruction to the Intern(s) prior to their assignments at the Affiliate;
- c. Provide continuing oral and written communication with the Affiliate regarding performance, evaluation, absences and assignments of the Intern(s), and other information necessary for participation in the clinical, management or community learning experience;
- d. Supervise the Intern(s)' performance at the Affiliate;
- e. Supervise the Intern(s) and the Faculty to ensure compliance with the Joint Commission for accreditation rules and the Affiliate's rules, policies and procedures, including but not limited to HIPAA/Patient Confidentiality.
- f. Upon written request, the Department shall provide satisfactory documentation to the Affiliate that each Intern is free from contagious disease and does not otherwise present a health hazard to the Affiliate's patients/clients, employees, volunteers or guests prior to participation in the PDI. Such documentation will include the results of a recent tuberculin skin test or chest x-ray, physical examination, proof of immunity from rubella and measles, and other evidence of physical fitness as required by the Affiliate.
- g. Upon written request, the Department shall provide satisfactory documentation to the Affiliate that each Intern has received the immunizations, drug screening and background searches required by the Affiliate.
- h. Educate the Intern(s) and the Faculty of the importance of strict confidentiality of all patient/client information and the Affiliate's proprietary information. The Department will train its Intern(s) and Faculty to use appropriate safeguards to prevent unauthorized use or disclosure of patient/client health information and any Affiliate proprietary information.

- i. Report to the Affiliate any breach of privacy known to it, which is committed by the Faculty or the Intern(s) and take reasonable action in response to such conduct by Interns(s) or Faculty.
- j. Consider any breach or misuse of patient/client information or other proprietary Affiliate information by the Intern(s) or the Faculty as possible cause for immediate termination of this Agreement.
- k. Assign only the number of Intern(s) agreed to by the Affiliate.
- l. Assign only those Intern(s) who have graduated from an accredited or approved nutrition or dietetics course of study.
- m. Determine the dates, experience areas, and times for the Intern(s) placement, with mutual consent of the Affiliate.
- n. Provide the Affiliate with the names, addresses, and contact information for the Intern(s) assigned at any one time.
- o. Require its Intern(s) to obtain and maintain appropriate separate professional liability and comprehensive general liability insurance or self-insurance coverage (minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (general liability) and \$1,000,000/\$3,000,000 (professional liability)). Insurance must be occurrence based. Upon written request, the Department will provide copies of such certificates of insurance to the Affiliate prior to the commencement of the Intern(s) participation in the PDI. The Department also agrees to notify the Affiliate of any change of coverage at least thirty (30) days in advance of the effective date of such change or as soon as possible after knowledge of such change.
- p. Promptly notify the Affiliate of any exposure to disease, illness or injury reported by or occurring to the Intern(s) or the Faculty of which the Department becomes aware, regardless of whether such event occurred on the Affiliate's premises.
- q. Require Interns to notify and obtain prior approval from the Affiliate and Faculty if he/she is unable to report to the Affiliate because of illness or any other reason.
- r. Provide the Affiliate with timely written notice of any claims arising under the agreement, and the opportunity to participate in the defense of such claims.
- s. Ensure that the Intern(s) and the Faculty complete their respective duties and services as stated in this agreement in accordance with all relevant local, state, and federal laws and in compliance with the standards or guidelines of applicable accreditation bodies as well as the bylaws, rules and regulations of the Affiliate and applicable rules and regulations of the Department. Neither the Faculty nor any Intern(s) shall interfere with or adversely affect the operation of the Affiliate or the performance of patient/client care services therein.
- t. Appoint a Clinical, Management or Community Coordinator who will be the contact person for coordinating activities between the Faculty and the Affiliate.
- u. Require that it, its students, and its faculty will comply with the purpose and standards recommended by the Joint Commission for accreditation.

### **3. RESPONSIBILITIES OF AFFILIATE**

The Affiliate agrees to:

- a. Provide sufficient facilities and opportunities for an agreed upon number of Intern(s) to observe and participate in various clinical, management or community learning activities.
- b. Provide the Intern(s) and the Faculty with the necessary space or facilities for conference and classroom areas for student teaching.
- c. Provide lounge and locker space for the Intern(s) and the Faculty, if available.

- d. Provide the Intern(s) with Affiliate name badges if required by the Affiliate.
- e. Provide an orientation and distribute orientation materials to the Intern(s) with respect to the Affiliate's rules, policies, procedures and the Affiliate's expectations of the Intern(s) during their clinical study at the Affiliate's facilities.
- f. Retain ultimate responsibility for all patient/client care and outcomes.
- g. Maintain administrative and professional supervision of the Intern(s) insofar as their presence affects the operation of the Affiliate's facilities or the care of its patients/clients.
- h. Upon the request of the Department, assist in the evaluation of each Intern's performance in the PDI. However, the Department shall be solely responsible for the final evaluation and grading of the Intern(s).
- i. Exercise its option to immediately remove any Intern(s) or Faculty who, in the Affiliate's opinion, poses an immediate threat or danger to personnel, patients/clients or the quality of medical services.
- j. Retain the right to request that the Department remove an Intern(s) or Faculty from participation at the Affiliate site if his or her clinical, management or community performance or behavior is unsatisfactory to the Affiliate. The Affiliate may request the removal of such person(s) if the Affiliate determines that an Intern's or Faculty's behavior or performance is disruptive or detrimental to the Affiliate and/or its patients/clients in carrying out the Affiliate's healthcare or operational responsibilities.
- k. Retain the right to conduct background checks of the Intern(s) before their clinical, management or community learning experience at the Affiliate's facilities. The Affiliate may decline any Intern(s) which is found to have one or more of the following:
  - (1) conviction of or guilty plea to a crime if job related;
  - (2) termination from a previous job or educational experience if related to: criminal conduct or sexual predatory behavior;
  - (3) listed on exclusionary list such as Employee Disqualification List, Sex Offender List, Child Abuse and Neglect Registry, etc;
  - (4) invalid credentials such as lack of required degree, inadequate course of study;
  - (5) failed verification check of social security number;
  - (6) appeared on a list or failed to appear on a list which, in the Affiliate's opinion, makes the Intern unqualified or unfit to participate in PDI on its premises.
  - (7) The Affiliate may decline any intern(s) from entering the facility for any reason.
- l. Provide all necessary personal protective equipment and apparel for all Intern(s) while placed at the Affiliate in compliance to the Occupational Safety and Health Administration (OSHA) requirements and the Nuclear Regulatory Commission.
- m. Provide necessary emergency medical care for any Intern(s) and Faculty who are injured or become ill while at the Affiliate's facility during the PDI. Said medical care will be provided at the Intern(s) and/or Faculty's expense.
- n. Promptly notify the Department of any exposure to disease, illness or injury occurring to the Intern(s) or Faculty while on the Affiliate's premises.
- o. Maintain a technical staff adequate in number to carry out the Affiliate's responsibilities without depending on the assistance of the Intern(s).
- p. Maintain the confidentiality of the Intern(s) educational records by only releasing any such information upon the written consent of the Intern(s) or as required by state or federal law or court order.

#### **4. JOINT RESPONSIBILITIES**

- a. The period of assignment, number of Intern(s) during each PDI period and the distribution of the Intern(s) between different areas of the Affiliate will be mutually agreed upon between the Department and the Affiliate prior to the commencement of each PDI rotation.
- b. Both parties agree to work cooperatively to create a meaningful and safe clinical, management or community learning experience for all Intern(s). The Department and the Affiliate will make reasonable efforts to resolve problems with the Intern(s), Faculty and/or Affiliate staff or patients/clients.
- c. Both parties are independent entities, neither shall have nor exercise any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership and joint venture.
- d. Both parties agree that the Intern(s) shall not receive any compensation for services performed at the Affiliate as participants of the PDI.
- e. Neither party will discriminate against any Intern(s), Faculty, or Affiliate staff member or patient/client based on race, color, national origin, age, sex, religion, or disability.

#### **5. DURATION / TERMINATION**

- a. The term of this Agreement shall commence on August 1, 2015, and end on September 30, 2016.
- b. Except as provided in paragraph 2j, either party may terminate this Agreement at any time without cause upon at least ninety (90) days prior written notice. While notice may be given at any time, it cannot take effect while any Intern(s) is currently participating in the PDI at the Affiliate's site. Termination can only take effect after said Intern(s) has had the opportunity to complete their training at the Affiliate.

#### **6. LIABILITY**

- a. The Affiliate and the Department agree that persons acting as Intern(s) of the PDI are not employees, agents or independent contractors of either the Affiliate or the Department. Both parties agree that those Intern(s) who are employees of the Department are not employees, agents or independent contractors of the Affiliate or the Department while they are participating in the PDI.
- b. Under no circumstances shall the Affiliate or the Department hold the other party responsible for any claims, actions, liability, and losses (including court costs and attorney fees) for any injury, loss or damage (including death) occurring as a result of any Intern(s)' performance or the acts or omissions of either the Affiliate or the Department.
- c. Both parties agree that the presence and performance of the Intern(s) at the Affiliate's facilities under this agreement does not waive any claim of sovereign immunity that either party would be entitled to under Missouri law.

**7. EXCHANGE OF FUNDS**

It is understood between the parties that there will be no exchange of funds between the Department and the Affiliate. Each party is responsible for its cost of performance under this agreement.

[Enter Affiliate's Full Business Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: [Enter Affiliate's Authorized Representative's Title]

**Missouri Department of Health and Senior Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Bret Fischer

Title: Director, Division of Administration